

SOUTHWESTERN STATES MANAGEMENT CO.

R. N. WHITMAN
President
KARL R. ZIEBARTH
Vice President,
Secretary and Treasurer
H. O. BRANDT
Vice President and
General Manager
W. A. THIE
Vice President and
General Counsel

701 COMMERCE STREET
DALLAS, TEXAS 75202
(214) 651-6731

RECORDATION NO. 12320-C Filed 14th

NOV 4 - 1981 - 10 20 AM

INTERSTATE COMMERCE COMMISSION

October 30, 1981

070V80C-1

J. H. HIEGER
Vice President (St. Louis)
K. R. LANGFORD
Comptroller (Denison)
R. E. McCORMICK
Assistant Treasurer
J. T. BASS
Assistant Secretary

No. NOV 4 1981 File No. 410.043-65A

Date

Fee \$ 10.00

ICC Washington, D. C.

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
12th Street and Constitution Ave., N.W.
Washington, D.C. 20423

Re: Amendment dated May 31, 1981 to Conditional Sale
Agreement and Agreement and Assignment between First
City Bank of Dallas and Southwestern States Management
Co. - ICC Recordation No. 12320

Dear Ms. Mergenovich:

In accordance with the provisions of Section 11303 of the Interstate Commerce Act and rules and regulations approved and prescribed by the Interstate Commerce Commission pursuant thereto, there are submitted for filing and recording four (4) executed counterparts of an Amendment to Conditional Sale Agreement and Agreement and Assignment dated as of September 24, 1980, said Amendment dated May 31, 1981 and being between Southwestern States Management Co., 701 Commerce Street, Dallas, Texas 75202 and First City Bank of Dallas, One Main Place, P. O. Box 50688, Dallas, Texas 75250, said bank being the assignee of the manufacturer, Trinity Industries, Inc., 4001 Irving Boulevard, P. O. Box 10587, Dallas, Texas 75207. Said Amendment deletes from the terms and provisions of the Conditional Sale Agreement and Agreement and Assignment, effective June 20, 1981, 17 one hundred (100)-ton, 4,750 cu. ft. covered triple hopper cars bearing the recording marks and numbers of the Missouri-Kansas-Texas Railroad Company, MKT 4300 to 4316, both inclusive, and, effective as of said date, said cars were no longer covered by the terms and provisions of said Conditional Sale Agreement and Agreement and Assignment.

The Conditional Sale Agreement and Agreement and Assignment were filed with the Interstate Commerce Commission on October 17, 1980 and assigned recordation numbers 12320 and ~~12320~~-A, respectively.

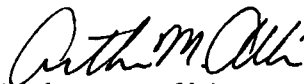
12320

Ms. Agatha L. Mergenovich
Page 2

Also enclosed is a cashier's check in the amount of TEN DOLLARS (\$10.00), payable to the Interstate Commerce Commission to cover the proscribed fee filing and recording this Amendment. Please return the file marked copies of same to me at the address shown above, and I will see that all parties concerned receive a copy of same.

I certify that I have knowledge of the matters set forth herein.

SOUTHWESTERN STATES MANAGEMENT CO.


Arthur M. Albin
General Attorney

AMA/bmw
Enclosures

cc: H. R. Williams
K. R. Ziebarth

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Arthur M. Albin, General Attorney
SouthWestern States Management Co.
701 Commerce Street
Dallas, Texas 75202

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/4/81 at 10:20AM , and assigned re-recording number(s). 12320-C

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

AMENDMENT TO CONDITIONAL SALE AGREEMENT
AND AGREEMENT AND ASSIGNMENT
DATED AS OF SEPTEMBER 24, 1980

RECORDATION NO. 12320-C
NOV 4 - 1981 - 10 20 AM
INTERSTATE COMMERCE COMMISSION
FILED 1125

KNOW ALL MEN BY THESE PRESENTS:

THIS AMENDMENT TO CONDITIONAL SALE AGREEMENT AND AGREEMENT AND ASSIGNMENT entered into as of the 31st day of May, 1981, between FIRST CITY BANK OF DALLAS (hereinafter called the "Bank") and SOUTHWESTERN STATES MANAGEMENT CO., a Missouri corporation (hereinafter called "Company");

W I T N E S S E T H that:

WHEREAS, Company entered into and executed a Conditional Sale Agreement with TRINITY INDUSTRIES, INC., dated as of September 24, 1980, for the purchase of one hundred (100) 100-ton, 4,750 cubic foot covered triple hopper cars; and

WHEREAS, said Conditional Sale Agreement was assigned by Agreement and Assignment dated as of September 24, 1980, by TRINITY INDUSTRIES, INC., manufacturer, to FIRST CITY BANK OF DALLAS; and

WHEREAS, said Conditional Sale Agreement and Agreement and Assignment were duly recorded with the Interstate Commerce Commission on October 17, 1980, and given recordation number 12320; and

WHEREAS, Company desires to make a prepayment of principal against the deferred purchase price as set forth in said Conditional Sale Agreement, and Bank is agreeable to same, subject to the terms and provisions hereof:

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, it is agreed between them as follows:

I.

Said Conditional Sale Agreement dated as of September 24, 1980, between TRINITY INDUSTRIES, INC., and SOUTHWESTERN STATES MANAGEMENT CO., assigned by Agreement and Assignment dated as of September 24, 1980, to FIRST CITY BANK OF DALLAS, is hereby amended by deleting Subparagraph (b) of Article 3 in its entirety and substituting in lieu thereof the following:

(b) \$3,780,000 of the actual full purchase price of said cars (being the deferred purchase price thereof) shall be paid by company in one hundred and eight (108) consecutive monthly installments. The first eight installments shall be in the principal amount of \$35,000, the first installment to be due and payable on November 15, 1980, and each of the seven subsequent installments on the same day of the month on each calendar month thereafter. On or about June 20, 1981, Company shall pay to Bank the sum of \$350,000 as a partial prepayment of the purchase price. The ninth installment shall be due and payable on July 15, 1981, and shall be in the principal amount of \$25,000. Thereafter, monthly installments shall be due and payable commencing on August 15, 1981, and ending with the installment due and payable on September 15, 1989, which installments shall be in the principal amount of \$30,000 each. The final and last installment shall be due and payable on October 15, 1989, and shall be in the principal amount of \$185,000. Each installment shall be payable with interest, from each closing date as defined in Article 6 of that certain Agreement and Assignment of the even date herewith between Manufacturer, Company and First City Bank of Dallas, on the amount of the balance remaining unpaid from time to time at a rate per annum equal to the lesser of the highest lawful rate or one hundred fifteen (115%) percent times the prime interest rate of First City Bank of Dallas as said prime rate exists on the first day of the month in which each payment is due.

II.

In consideration of the prepayment made by Company to Bank on or about June 20, 1981, it is hereby agreed by and between the parties hereto that said Conditional Sale Agreement and Agreement and Assignment are hereby amended to delete from the terms and provisions thereof, effective June 20, 1981, seventeen one-hundred (100) 100-ton, 4,750 cubic foot covered triple hopper cars bearing the recording marks and numbers of the MISSOURI-KANSAS-TEXAS RAILROAD COMPANY of MKT 4300 to 4316, both inclusive, and, effective as of said date, said cars shall no longer be covered by the terms and provisions of said Conditional Sale Agreement and Agreement and Assignment. It is further agreed by and between the parties hereto that, effective as of the effective date, Bank does hereby release, relinquish, and surrender any and all its rights, title and interest in and to said cars bearing recording marks and numbers MKT 4300 thru 4316, both inclusive.

III.

Except as amended hereby, all other terms and provisions of said Conditional Sale Agreement and Agreement and Assignment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first stated above.

SOUTHWESTERN STATES MANAGEMENT CO.

By W. H. Zerk
Vice President

FIRST CITY BANK OF DALLAS

By Stephen V. Hill
Vice President

Approved

A. M. Albi
General Attorney

THE STATE OF TEXAS

On this 6th day of October, 1981, before me personally appeared W. H. Geidel, to me personally known, who, being by me duly sworn, says that he is Vice-President of SOUTHWESTERN STATES MANAGEMENT CO., that one of the seals affixed to the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Teresa Ladner
Notary Public in the State of Texas

My Commission expires: Nov. 30, 1984

THE STATE OF TEXAS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Dewain V. Hill, Vice-President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of FIRST CITY BANK OF DALLAS, a national banking association, and that he executed the same as the act of said association for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of October, 1981.

Carolyn L. Roberts
Notary Public in the State of Texas

My Commission expires: 4/27/85